

Term Contract No. 550F

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
Term Contract	550F	Traffic Cones & Drums
Effective Dates	January 29, 2010 through January 28, 2013	
Bid Number	200901276/201001148/201101652	
Administrator	Grant Braley	
Phone	(919) 807-4550	
E-Mail	grant.braley@doa.nc.gov	
Last Updated	April 16, 2012	

1. General Information

This contract intended to cover the State's normal requirements for Traffic Cones & Drums.

2. Scope of Contract

The scope of this contract is limited to the products as defined herein. This contract is for use by all state agencies, departments, institutions, universities, community colleges (except those exempted by statute), and certain non-state agencies.

NON-STATE AGENCIES ELIGIBLE TO PARTICIPATE IN THIS CONTRACT:

In accordance with North Carolina General Statutes, certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

3. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

4. Abnormal Quantities

Any State agency requirement that exceeds **\$25,000.00** must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

- Purchase may be authorized at the current level of pricing with the current contract vendor(s.)
- Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s.)
- A separate Invitation for Bids may be issued for the requirement.

5. Minimum Orders

This contract will be for a minimum order of **\$500.00** for any single order. Agencies are authorized to purchase from best available sources on orders less than this minimum order value. This provision shall not be used by an agency to circumvent the intent of the contract. If an agency elects to place an order for less than the minimum order value, and the contractor elects to accept such order, then transportation charges will be prepaid and added to the invoice.

6. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers.

Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

Note: Non-State agencies ordering from this contract are to place the order with the contractor noted and not with NCDOT.

Order Placement Via E-Procurement (Catalog Items)

- Click on the following link: [E-Procurement Users](#)
- When placing an order in the e-procurement system, the very first thing to do is to go to the catalog tab and select options. After you have selected options, select contract ID. In the contract ID space type in the contract ID number, 550F.
- Please make sure the keywords space is blank and the contract ID is typed in the contract ID section.
- After selecting the contract ID and to narrow the search to a particular manufacturer select the manufacturer from the drop down
- When the item to be ordered has been located complete the requisition and issue the purchase order.

Non E-Procurement Users

The E-Procurement Public View will be the only place for Non E-Procurement Users to view the item/pricing information.

- Click on the following link: [E-Procurement Public View](#)
- For online assistance regarding item searching; click on the “How to” underlined link located near the upper-right hand corner.**



7. Delivery

Delivery will be complete within **fifteen (15) calendar days** after receipt of purchase order. In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

8. Transportation Charges

All goods shall be delivered **FOB DESTINATION** for all orders equal to, or greater, than the minimum order, when shipped to a single destination to any location within the State of North Carolina. Orders for less than the minimum order will be shipped prepaid, with transportation charges added to the invoice as a separate item. Transportation charges levied by the contractor for orders equal to, or greater than the minimum order, when shipped to a single destination, may be cause for removal of the contractor from the contract. In instances where the contractor makes partial shipments of an order to one destination, which is equal to, or greater than, the minimum order, all shipments of the order shall be sent **FOB DESTINATION** with NO additional transportation charges.

All shipments should be inspected for damage immediately upon receipt.

9. Price Lists and Catalogs

The successful contractor must furnish descriptive literature to any agency within **five (5) business days** after request of the agency. Failure to comply with these requirements may subject the contractor to removal from the contract.

Vendor statewide discount for additional items not covered under this contract will be provided as indicated in the Contractor Section.

10. Item Pricing Information

Item	Description	Contractor	Manufacturer	Model	Price
1	28" Reflective Banded Traffic Cone	Stay Alert Safety Services, Inc.	Allsafe	3004182	\$10.58
2	36" Traffic Cone with 6" & 4" Cone Collar	Work Area Protection Corporation	Work Area	36PVCS6CC4CC	\$13.10
3	28" Plain Traffic Cone	Quality Pavement Repair	Work Area	QPR28PVCS	\$7.99
4*	Standard Drum	Stay Alert Safety Services, Inc.	Allsafe	3022803-Higway Tech	\$27.87
5*	Skinny Drum	Stay Alert Safety Services, Inc.	Allsafe	3014084 - Trimline	\$13.68
6*	Tire Ring Base	Stay Alert Safety Services, Inc.			\$4.38
7*	16# Weighted Base	Stay Alert Safety Services, Inc.	Allsafe	3007532	\$9.48
8*	35# Weighted Base	Stay Alert Safety Services, Inc.	Allsafe	3022808	\$20.88
9	New Standard Drum	Work Area Protection Corporation	Work Area	B400 4-6 HIP TOP	\$36.90
10	Tire Ring Base for Item # 9	Work Area Protection Corporation			\$3.00
11	35# Weighted Base for Item # 9	Work Area Protection Corporation	Work Area	B400RB35	\$21.40
12	New Skinny Drum	Stay Alert Safety Services, Inc.	Traffix	46266-CHP	\$13.38
13	16# Weighted Base for Item # 12	Stay Alert Safety Services, Inc.	Traffix	42016-CRV	\$9.34
14	35# Weighted Base for Item # 12	Stay Alert Safety Services, Inc.	Traffix	42030-CRV	\$16.38

Items denoted by an asterisk "*" are not approved for highway use by the North Carolina Department of Transportation due to changes in specifications.

11. Warranty

Manufacturer's standard warranty shall apply.

12. Substitutions

Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

13. Contractors

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority owned" "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups identified above, consistent with agency needs and price considerations.

Contractor Name	Address	Contact/Phone/Fax/E-Mail	% Off Additional Items
Quality Pavement Repair	12735 Morris Road, Suite 150 Alpharetta GA 30004	Ben Steed, NC Territory Rep. Toll Free: (866) 274-0935 Phone: (704) 517-9081 Fax: (678) 746-2238 bsteed@gprmail.com	10%
Stay Alert Safety Services, Inc.	272 Clayton Forest Road Kernersville NC 27284	Jim Babcock, General Manager Phone: (336) 993-2828 Fax: (336) 993-6929 jbabcock@stayaletsafety.com	5%
Work Area Protection Corporation	2500 Production Drive St. Charles IL 60174	Richard Bielski, President Toll Free: (800) 327-4417 Phone: (630) 377-9100 Fax: (630) 377-9270 workarea@workareaprotection.com	25%

14. Vendor Complaint Form:

The Vendor Complaint Form can be found by clicking: [Vendor Complaint Form](#).

15. Contract Addenda

Addendum	Effective Date	Description
1	9/30/2010	Items 9-14 Added; New Specification for 4-6" Retro-Reflective Bands
2	11/15/2010	Item 1 Price Increase Approved
3	11/19/2011	Item 1 re-awarded to Stay Alert Safety Services and Item 3 removed from contract.
4	12/15/2011	Item 3 added to contract
5	4/16/2012	Item 2 (36PVCS6CC4CC) Price Increase Approved